



Request For Proposals for Community Awareness in Traffic Safety

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RFP HSS 03-13

TABLE OF CONTENTS

I.	INTRODUCTION.....	3
A.	Purpose	
B.	Minimum Proposer Requirements	
C.	Mandatory Proposal Conference	
D.	Correspondence	
E.	Proposal Submission Deadline	
II.	PROPOSAL TIMELINE	4
III.	PROPOSAL CONDITIONS	5
A.	Contingencies	
B.	Modifications	
C.	Proposal Submission	
D.	Public Inspection	
E.	Inaccuracies or Misrepresentations	
F.	Incurred Costs	
G.	Negotiations	
H.	Level of Service	
I.	Pre-Award Site Visit	
J.	Final Authority	
IV.	PROGRAM REQUIREMENTS	6
A.	Definitions	
B.	Reference Documents	
C.	Background	
D.	Program Description	
V.	CONTRACT REQUIREMENTS.....	9
A.	General	
B.	Indemnification and Insurance Requirements	
C.	Right to Monitor and Audit	
VI.	EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS	15
VII.	FORMER COUNTY OFFICIALS	15
VIII.	IMPROPER CONSIDERATION	16
IX.	DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS.....	16
X.	CALIFORNIA PUBLIC RECORDS ACT.....	17
XI.	PROPOSAL SUBMISSION	17
A.	General	
B.	Proposal Presentation	
C.	Proposal Format	
D.	Proposal Description	
XII.	PROPOSAL EVALUATION AND SELECTION.....	22
A.	Evaluation Process	
B.	Evaluation Criteria	
C.	Contract Award	

- D. Protests
- E. Final Approval

ATTACHMENTS

Attachment A -Complaint and Grievance Procedures
Attachment B - Program Budget
Attachment B1- Sample of Program Budget
Attachment C - Project Scope of Work
Attachment C1 - Sample of Project Scope of Work

I. INTRODUCTION

A. Purpose

The County of San Bernardino Human Services System (HSS) Department of Public Health, hereafter referred to as the "County", is seeking proposals from interested and qualified community based organizations to provide activities related to traffic safety. Services are desired throughout San Bernardino County.

Contract(s) awarded will be on a cost reimbursement basis for the contract period February 3, 2004 to September 30, 2005.

An amount not to exceed \$240,000 has been allocated for these traffic safety services for the period indicated. The number of contract awards will be determined by the quality of the proposals received.

B. Minimum Proposer Requirements

All Proposers must:

1. have a representative attend one of the mandatory proposal conferences as referenced in this Request for Proposal (RFP).
2. have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
3. have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. comply with the Office of Traffic Safety's General Terms, Conditions and Certifications.
6. meet other presentation and participation requirements listed in this RFP.

C. Mandatory Proposal Conference

Two proposal conferences will be held to give Proposers the opportunity to review areas of the RFP and ask questions that will aid in proposal preparation. **Attendance at one of the proposal conferences is mandatory.** Proposals will not be accepted from individuals who do not attend one of the conferences. Proposal conferences will be held at the following locations on the dates specified.

Location One	Location Two
County of San Bernardino Performance, Education and Resource Center 17270 Bear Valley Road, Suite 107 Victorville, CA 92392 Conference Room V2	County of San Bernardino Human Services System Administration 150 S. Lena Road San Bernardino, CA 92415 Conference Room A
Date: October 22, 2003 at 10:00 am	Date: October 23, 2003 at 10:00 am

D. Correspondence

1. All correspondence, including proposals, is to be submitted to:

County of San Bernardino
Human Services System
ATTN: HSS Contracts Unit (Community Awareness in Traffic Safety RFP HSS 03-13)
150 South Lena Road
San Bernardino, CA 92415-0515

2. During the proposal and evaluation process, the individual identified below is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP response arrives in a timely manner.

Antoinette (Toni) Hanson, Contract Analyst

Phone:(909) 388-0276

E-mail: ahanson@hss.sbcounty.gov

E. Proposal Submission Deadline

All proposals must be received at the address listed above no later than **4:00 pm on November 26, 2003**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. **Late proposals will not be opened or considered.**

II. PROPOSAL TIMELINE

Mandatory Proposal Conference	10:00 am, October 22, 2003 <u>OR</u> 10:00 am, October 23, 2003 Refer to Section I (C) for further information.
Deadline for submission of questions	4:00 pm (PST), October 30, 2003
Deadline for receipt of proposals	4:00 pm (PST), November 26, 2003
Tentative date for mailing award/denial letters	December 17, 2003
Tentative deadline for protests	December 27, 2003
Tentative date for awarding of Contract(s)	January 27, 2004
Tentative start date for Contract(s)	February 3, 2004

THE ABOVE DATES ARE SUBJECT TO CHANGE IF DEEMED NECESSARY BY THE COUNTY.

III. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on continued funding from the State of California's Office of Traffic Safety.

This RFP does not commit the County to award a Contract. The County realizes that conditions other than cost are important and will award a Contract based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

D. Public Inspection

Proposals will be maintained as confidential until issuance of contracts to selected Contractors. At that time proposals submitted are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

E. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

F. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

H. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of persons to be served can be guaranteed by the County.

I. Pre-Award Site Visit

Site visits may be conducted to verify information submitted in the proposal and/or to determine if proposed facilities are appropriate for the proposed services.

J. Final Authority

Proposed Contracts shall be reviewed and approved by the State of California, Office of Traffic Safety prior to award by the County.

The final authority to award Contracts rests solely with the County of San Bernardino Board of Supervisors.

IV. PROGRAM REQUIREMENTS

A. Definitions

Department of Public Health - The Department that provides health and educational services to the residents of San Bernardino County.

Human Services System (HSS) - The entity that oversees, coordinates and integrates services for the County's eleven human services departments.

Office of Traffic Safety (OTS) - The California Office of Traffic Safety is charged with reducing fatalities, injuries and economic losses resulting from motor vehicle crashes through the administration of the California Highway Safety Plan.

Request for Proposals (RFP) - The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.

B. Reference Documents

The Human Services System has copies of the following materials available for review:

- ❖ Welfare and Institutions Code Sections 827 and 10850
- ❖ California Department of Social Services Manual of Policies and Procedures- Chapters 19-000 and 23-600
- ❖ Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994
- ❖ Section 306 of the Clean Air Act (42 USC 1857 h)
- ❖ Section 508 of the Clean Water Act (33 USC 1368)
- ❖ Environmental Protection Agency regulations (40 CFR, Part 15)

- ❖ State Energy Conservation Plan (Title 20, California Code of Regulations)
- ❖ San Bernardino County Policy (11-10) - Recycled products
- ❖ Americans with Disabilities Act
- ❖ Executive Orders 11246, as amended by Executive Order 11375, 11625, 11738, 12138, 12432, 12250
- ❖ Title VII of the Civil Rights Act of 1964
- ❖ Penal Code Section 11105.3
- ❖ Office of Management and Budget (OMB) Circulars
- ❖ Office of Traffic Safety General Terms, Conditions and Certifications

Copies of these materials are available for review by appointment only Monday - Thursday, 8:00 am - 4:00 pm, at the Human Services System Contracts Unit.

C. Background

San Bernardino County's Department of Public Health has administered a Child Passenger Safety Program since 1996 to address and reduce the incidence of death and injury caused by motor vehicle crashes in children 0-9 years of age. Services under this program have included parent education classes, training for professionals, provision of low cost car seats to low and moderate income residents of San Bernardino County, car seat check ups, community presentations, and public awareness campaigns.

The Public Health Department's Safety Awareness for Everyone (SAFE) program continues to emphasize proper passenger safety for all County residents. Safety programs are administered in collaboration with law enforcement, health care providers, educational providers and community organizations with a focus on traffic safety issues and technical training in child passenger safety.

D. Program Description

1. Program Objective

The County desires to further reduce traffic related injuries and fatalities among County residents by providing traffic safety grants and offering technical training to community based organizations in order to reach diverse communities throughout San Bernardino County. This will be achieved by all collaborative partners participating in and supporting activities of the Traffic Action Safety Taskforce, which is comprised of law enforcement, health care and community based organizations. The Department of Public Health will assist community-based organizations in the development and implementation of traffic safety programs. Community-based organizations will conduct public awareness and educational activities through community-based and safety events, bicycle rodeos, classroom education and presentations and media campaigns. Safety issues that may be addressed include child passenger safety, bicycle safety, pedestrian safety, seat belt usage, driving

under the influence, drowsy driving, designated drivers, distracted driving, speeding and helmet safety.

2. Program Requirements

A. Conduct one or more of the following traffic safety activities and events:

1. Media events
2. Car seat check-ups
3. Bicycle rodeos
4. Traffic safety advertisements
5. Participation in and/or attendance at safety and health fairs
6. Production and distribution of educational materials
7. Distribution of safety equipment in conjunction with a media event such as car seat check-ups or bicycle rodeo.

B. Develop classroom-based educational programs, utilizing curriculum approved by the Department of Public Health, for the purpose of educating parents, professionals serving youth and community residents on traffic safety issues and subjects. Such issues and subjects may include:

- ❖ Child passenger safety
- ❖ Bicycle safety
- ❖ Pedestrian safety
- ❖ Seat belt usage
- ❖ Driving Under the Influence, including alcohol and other drugs
- ❖ Drowsy driving
- ❖ Designated drivers
- ❖ Distracted driving
- ❖ Speeding
- ❖ Helmets/helmet safety for skateboarding, scooters and in-line skates

C. Develop, in consultation with and subject to the approval of the County, all program activities.

D. Submit monthly activity reports due on the 15th of the month, following the month being reported. The report should include data on the number and age group of people served, and where and when the service was provided.

E. Attend scheduled mandatory Traffic Action Safety Taskforce meetings.

3. Program Considerations

- a. Proposers must attend a 1-2 day training on traffic safety or have evidence of prior attendance at a bicycle safety or car seat safety educator's workshop. Workshops will be provided by the Public Health Department within the first quarter after Contracts are awarded for Contractors that focus on bicycle safety or occupant protection.
- b. Selected Contractor(s) may purchase and/or utilize existing brochures to educate parents, youth professionals and community residents on traffic safety.

- c. Selected Contractor(s) may utilize existing curriculum for classroom activities. New curriculum may also be developed in consultation with, and subject to approval of, the County.
- d. All classroom activities must be **at least** 30 minutes in duration.
- e. Media events must have radio, newspaper or television coverage.
- f. All services and promotional materials must be culturally sensitive and relative to the community served. It is strongly recommended that Proposers be able to furnish bilingual personnel.
- g. A maximum of six safety grants, not to exceed \$40,000 each, may be awarded to non-profit community based agencies to provide services in San Bernardino County.
- h. Funds awarded cannot be used to purchase food, furniture or entertainment.

V. CONTRACT REQUIREMENTS

A. General

The organization(s) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify HSS when the primary contact will be unavailable/out of the office for one (1) or more business days. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the address change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the San Bernardino County Human Services System. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the State of California's Office of Traffic Safety and San Bernardino County as the funding agencies and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals assembled pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Grievance Procedure

Contractor will ensure that staff is knowledgeable on the San Bernardino County Human Services System Grievance Procedure (see Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

11. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:

- a) All applications and records concerning any individual made or kept by any public officer or agency or Contractor in connection with the administration of any provision of the W & I Code relating to any forms of public social services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
- b) No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this Contract.
- c) Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

12. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the State of California.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

13. Invoices

Contractor will provide monthly invoices to the County by 15th of the month for the previous month of service.

14. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of

this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

15. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

16. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a professional license by the State of California will be considered sufficient proof of a DOJ clearance.

17. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

18. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Code of Regulations).

19. Recycling Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

20. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

21. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

22. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one business day, in writing and by telephone to the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) calendar days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) calendar days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained in the State of California and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another contract.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions:

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 calendar days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the HSS Contracts Unit.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the HSS Contracts Unit within 30 calendar days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights

Liaison. Upon request, the HSS Contracts Unit will supply a sample of the Plan format. The Contractor will be monitored by HSS for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIALS

Contractor agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent its business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. This should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFP being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Proposers shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposers/Contractors shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposers/Contractors. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the

Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices of locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, a Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. PROPOSAL SUBMISSION

A. General

All interested and qualified Proposers are invited to submit a proposal for consideration. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary nor desired. Emphasis should be concentrated on conformance to the RFP

instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

1. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
2. Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph E - Proposal Submission Deadline.
3. All proposals and materials submitted become the property of the County.
4. The scope of work, program budget and budget narrative justification documents must be available in an **ELECTRONIC** version, preferably a word document.

B. Proposal Presentation

1. One (1) bound original and seven (7) unbound copies of the entire written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL: Community Awareness in Traffic Safety – RFP HSS 03-13**". All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be at least 12 characters per inch but no larger than 14 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this RFP must be in the form of a proposal package and the content must be submitted in the following sequence and format:

1. Cover Page - Submit a letter, on letterhead stationery which reflects the Proposer's legal business name, mailing address, facility address (if different from mailing address), telephone number, fax number and e-mail address. The letter must be signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal and must include the following information:
 - a) A statement that the proposal is submitted in response to the RFP HSS 03-13 Community Awareness in Traffic Safety.
 - b) A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
 - c) A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
3. Statement of Certification - Include the following in this section of the proposal:

- a) A concise statement of the services proposed and the overall cost proposed for the term of any Contract.
 - b) A statement that the Proposer will provide the services as described in the proposal for a Contract term beginning February 3, 2004 through September 30, 2005.
 - c) A statement that the offer made in the proposal is firm and binding for 120 calendar days from the date the proposal is opened and recorded.
 - d) A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - e) A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f) A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - g) A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
 - h) A statement that the Proposer, if selected, will comply with all applicable rules, laws, and regulations.
 - i) A list of Former County Officials (as defined in Section VII) affiliated with the organization. If none, so state.
- D. **Proposal Description** - This section contains a detailed description of the proposal being made.

1. Proposals must include the following information:

Topic	Space Limit
History of Agency - Provide a description of the Proposer's agency, years of experience providing community-based services and current program services offered to the community.	Up to 3 pages
Problem Statement - Provide a detailed synopsis of the Proposer's understanding of the County's needs. Proposer should include information on the geographical area(s) to be served and specifically address how diverse cultures will be served.	Up to 4 pages
Attempt to Solve Problem - State the program goal(s) and describe the plan(s), objective(s), and specific activities to meet each of the specified goals/objectives. Each goal should specifically meet the needs of the County and/or community.	Up to 4 pages
Project Objectives - Each objective should reference a specific Program Requirement, as indicated in Section IV, Paragraph D, Item 2.	Complete and attach Attachment C - Project Scope of Work.

2. Statement of Experience - Include the following in this section of the proposal:

- a) Business name of the Proposer and legal entity such as corporation, partnership, etc.
- b) Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c) Describe the Proposer's capacity to perform the required services.
- d) List any applicable licenses, permits or certificates presently held and indicate ability to obtain any additional licenses permits or certificates that may be required. List employees who have attended a bicycle safety workshop and/or car seat safety educator's workshop along with the dates and place of workshop. Attach proof of attendance for each employee who has been certified through the National Highway Safety Traffic Administration as a Child Passenger Safety Technician.
- e) Demonstrate that the Proposer has an organization that is adequately staffed and trained to perform the required services by providing resumes for all individuals who will be providing direct services or performing administrative duties under any Contract awarded in response to this RFP **or** demonstrate the capability for recruiting such staff.
- f) State the relevant experience of principal individuals of the Proposer's organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work. **Provide information on the agency's Board of Directors.** Information must include the name of each Board member and position held.
- g) With respect to Contracts completed during the last five years, which involve similar type projects, show for each such Contract:
 - 1) Date of completion and duration of each Contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the Contract.
 - 6) If none, so state.
- h) If any Contract was terminated prior to the original termination date during the last five years, show for each Contract:
 - 1) Date of termination and duration of each Contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.

- 6) Reason for termination.
 - 7) If none, so state.
 - i) With respect to Contracts currently in effect, show the following for each such Contract:
 - 1) Date due for completion and duration of Contract.
 - 2) Type of service.
 - 3) Total Contract amount.
 - 4) Location of area served.
 - 5) Name and address of agency with which the organization is currently contracting and agency person administering the Contract.
 - 6) If none, so state.
 - j) Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - k) Financial interest in other lines of business. If none, so state.
 - l) Pending litigation, involving Proposer or any officers, employees, and/or consultants thereof, in connection with Contracts. If none, so state.
 - m) Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - n) A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
3. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a **Letter of Intent** from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm, that includes the name and address of the organization/firm, type of work to be performed, and percentage of the total work of the proposal. Letter of intent must also include a statement that the subcontractor will perform all work as indicated and will comply with all items as indicated in Section XI, Paragraph C, Item 3. This information will be used to determine the potential responsibility of the Proposer.
- Any subcontract entered into by the Proposer shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Proposer shall be responsible for performance of the subcontractor.
4. Audited financial statements - Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.
- In accordance with CDSS MPP Section 23-610(L), submit the most recent and complete three annual audited financial statements; the most recent must be completed within the past 18 months. If the business has been in existence for less than three years, provide

the most recent statements. These statements shall be by an independent, certified public accountant.

In accordance with CDSS MPP Section 23-610(m), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must meet the same requirements as audited financial statements described in this RFP.

Right to Audit - Submit a signed statement by a duly authorized officer, employee, or agent of the organization/firm as to the right of the County, State and federal governments to audit the prospective Contractor's financial and other records.

5. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
6. Program Budget - Any Contract(s) awarded will be a cost reimbursement Contract(s). Complete and attach a Program Budget (Attachment B) for cost analysis purposes and provide a budget justification narrative **for each proposed line item**.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

Selection will be based on determination of which proposal(s) will best meet the needs of the County and the requirements of this RFP.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a) The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b) Proposers must meet the requirements stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be rated on a points system basis and evaluated on the following criteria:

Criteria	Maximum Points Available
Experience in Providing Community-Based and Traffic Safety Programs and Services	20 Points
Program Philosophy and Strategies	20 Points
Program Services	50 Points
Staffing/Personnel	10 Points
Program Budget/Cost Reasonableness	15 Points
Scope of Work	20 Points
TOTAL POINTS AVAILABLE:	135 POINTS

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator - Human Services System.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Approval

Any Contract(s) resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

ATTACHMENT A - COMPLAINT AND GRIEVANCE PROCEDURES

The following procedures are to be followed when a contact or client wishes to file a grievance. A grievance may be filed if a client or contact believes he/she has been discriminated against, or that there has been a violation of any laws or regulations, or if the client or contact has a problem regarding any services received. The client or contact must:

1. Identify the complaint/grievance in writing and discuss it with the service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to the service provider's Supervisor or Manager

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

3. Forward the written complaint/grievance to:

Department of Public Health
351 North Mt. View Avenue
San Bernardino, CA 92415-0010
ATTN: Gary McBride

Time frame: Within 1 week of Step 2.

If resolved at this level, no further action is required.

If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to:

Human Services System, Contract Administrator
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

.....

Services Provided by:

Service Provider: _____

Address: _____

Phone Number: _____

Contact Person: _____

ATTACHMENT B - PROGRAM BUDGET
Community Awareness in Traffic Safety
February 3, 2004 - September 30, 2005

A. PROGRAM COSTS

Page 1 of 1

List only those items of cost which are chargeable, in whole or part, to the program

A. Salaries and Benefits

	(1)	(2)	(3)
COST ITEM	TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO OTS GRANT	TOTAL COST TO OTS GRANT
1. Job Title:			
Salary:			
Benefits:			
2. Job Title:			
Salary:			
Benefits:			
3. Job Title:			
Salary:			
Benefits:			
4. Job Title:			
Salary:			
Benefits:			
Subtotals			

B. ADMINISTRATIVE COSTS CANNOT EXCEED 10% of TOTAL SALARIES

COST ITEM	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO OTS GRANT	TOTAL COST TO OTS GRANT
Subtotals			

C. SERVICES AND SUPPLIES

	(1)	(2)	(3)
COST ITEM	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO OTS GRANT	TOTAL COST TO OTS GRANT
Subtotals			
TOTAL GRANT REQUEST	\$ _____		

ATTACHMENT B1 - SAMPLE OF PROGRAM BUDGET
Community Awareness in Traffic Safety
February 3, 2004 - September 30, 2005

A. PROGRAM COSTS

Page 1 of 1

List only those items of cost which are chargeable, in whole or part, to the program

A. Salaries and Benefits

	(1)	(2)	(3)
COST ITEM	TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO OTS GRANT	TOTAL COST TO OTS GRANT
1. Job Title: Executive Director			
Salary: \$50,000	\$50,000	2%	\$1,000
Benefits: \$10,000	\$10,000	2%	\$200
2. Job Title: Program Coordinator			
Salary: \$40,000	\$40,000	20%	\$8,000
Benefits: \$8,000	\$8,000	20%	\$1,600
3. Job Title: Safety Educator			
Salary: \$20,400	\$20,400	100%	\$20,400
Benefits:			
4. Job Title:			
Salary:			
Benefits:			
Subtotals	\$128,400		\$31,200

B. ADMINISTRATIVE COSTS CANNOT EXCEED 10% of TOTAL SALARIES

COST ITEM	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO OTS GRANT	TOTAL COST TO OTS GRANT
Administrative Overhead	\$19,260	15%	\$2,889
Subtotals	\$19,260		\$2,889

C. SERVICES AND SUPPLIES

	(1)	(2)	(3)
COST ITEM	TOTAL COST TO ORGANIZATION	PERCENT CHARGED TO OTS GRANT	TOTAL COST TO OTS GRANT
Office Supplies	\$1,000	50%	\$500
Safety Helmets	\$1,000	100%	\$1,000
Printing & Duplicating	\$2,000	75%	\$1,500
Advertisements	\$2,500	100%	\$2,500
Safety Supplies	\$411	100%	\$411
Subtotals	\$6,911		\$5,911
TOTAL GRANT REQUEST	\$ 40,000		

Attachment C - Project Scope of Work Community Awareness in Traffic Safety

Proposer's Name: _____

Project Period: February 3, 2004 through September 30, 2005

Program/Project Name (if applicable)

Measurable Objectives	Activities to Accomplish Each Measurable Objective	Timeline (projected end date for each activity)	Total Number to be served with each activity
Objective 1.			
Objective 2.			
Objective 3.			
Objective 4.			

Attachment C1 – Sample of Project Scope of Work Community Awareness in Traffic Safety

Proposer's Name: Alpha and Omega Outreach Center

Project Period: February 3, 2004 through September 30, 2005

Program/Project Name (if applicable)

Pedestrian Safety of Utopia

Measurable Objectives	Activities to Accomplish Each Measurable Objective	Timeline (projected end date for each activity)	Total Number to be served with each activity
Objective 1. Conduct 3 monthly presentations to 1st grade classes on pedestrian safety in the Utopia School District	1a. Develop/Obtain Curriculum and submit to Public Health for review 1b. Purchase Materials for use in classes 1c. Hold a poster contest on Pedestrian Safety 1d. Conduct 45 presentations to 1 st graders	1a. March 1, 2004 1b. March 31, 2004 1c. April 1, 2005 1d. September 30, 2005	1,000 children
Objective 2. Distribute walk to school flyers to parents of Utopia in English and Spanish	2a. Create flyers on pedestrian Safety 2b. Include funding statement from OTS 2c. Submit draft for approval from OTS 2d. Obtain mailing list of 1 st graders 2e. Distribute flyer through mass mailing	2a,b, c. June 30, 2004 2d. July 31, 2004 2e. September 30, 2004	20,000 parents
Objective 3. Plan a media event at the fall fest to kick off safe routes	3a. Collaborate with community leaders to arrange site and date of event. 3b. Purchase Radio spots, contact local newspapers and television 3c. Solicit sponsors for entertainment following walk 3d. Hold the 1 mile safety walk event	3a. August 31, 2004 3b. September 30, 2004 3c. September 30, 2004 3d. November 1, 2004	5,000 participants
Objective 4 Attend regularly scheduled TAST meetings	4a. Attend and support the San Bernardino County Traffic Action Safety Taskforce	4a. September 30, 2005	N/A